INTERLOCAL AGREEMENT BETWEEN
CITY OF MISSOULA, CITY OF GREAT FALLS, AND CITY OF BILLINGS

This Interlocal Agreement (Agreement) is made and entered into between the City of Missoula, City of Great Falls, and City of Billings (Cities). The purpose of this agreement is to share resources equally for a consultant to provide MS4 working group consulting and coordination services.

WHEREAS, the Cities are permittees of the same Municipal Separate Storm Sewer System (MS4) Permit administered by the Montana Department of Environmental Quality.

WHEREAS, the current MS4 Permit term will be renewed and the Montana Department of Environmental Quality will be issuing a new permit in 2027.

WHEREAS, the Montana Department of Environmental Quality has convened an MS4 Permit working group to discuss changes and revisions to the current permit.

WHEREAS, it is critical to have a consultant who can provide MS4 working group expertise and guidance for the Cities.

WHEREAS, the City of Missoula has contracted NewFields Environmental Holdco, LLC, a consultant with the necessary expertise to furnish said services.

WHEREAS, the Cities seek to share the costs for consulting services equally among them.

WHEREAS, NewFields Environmental Holdco, LLC will invoice the City of Missoula, and the City of Missoula will submit invoices to the City of Great Falls and City of Billings for their equal share of the invoice.

NOW THEREFORE, based on the foregoing, and the mutual covenants and promises made herein, the parties agree as follows:

1. **DURATION.** The duration or term of this agreement shall be ONE (1) year unless sooner terminated pursuant to section 6 of this Agreement.

2. **ORGANIZATION, COMPOSITION AND NATURE OF ANY SEPARATE LEGAL ENTITY CREATED BY THE CONTRACT**. The parties agree that a separate legal entity is not created by this Agreement. This Agreement does not void or supersede any other existing agreements involving the parties. The Cities are independent units of local government with separate governance bodies.

3. **PURPOSE OF INTERLOCAL CONTRACT**. The purpose of this Agreement is to share resources equally for a consultant to provide MS4 working group consulting and coordination services. The Cities agree that Missoula shall not amend the consultant contract in any manner that increases cost or materially changes scope without written approval of the other Cities.

4. **MANNER OF COOPERATIVE UNDERTAKING AND ESTABLISHMENT OF BUDGET.** The parties are responsible for the following financial obligations:

    4.1. The City of Missoula agrees to submit an electronic invoice via email to the City of Great Falls and the City of Billings, each for 1/3 of the total monthly consultant invoice

for payment. The City of Great Falls and City of Billings agree to review and pay the invoices within 30 days of receiving the invoices. No City shall be obligated to pay more than one-third (1/3) of the total contract amount set forth in Exhibit A, unless otherwise agreed in writing.

4.2. Payments will be sent to:

City of Missoula
Attn: Stormwater Utility
1345 West Broadway Street
Missoula, MT 59802

5. MANAGEMENT AND ADMINISTRATION. The parties are responsible for the following management and administrative activities:

5.1. The City of Missoula will manage the contract with NewFields Environmental Holdco, LLC.

5.2. The contract documents are attached as Exhibit A. The Parties accept the terms and conditions and scope of services to be provided by NewFields Environmental Holdco, LLC, and agree to pay for such services subject to the terms as stated herein.

6. TERMINATION. This agreement may be terminated by any party by giving notice of termination in writing at least thirty (30) days prior to the date of the intended termination. A notice to terminate shall not remove the obligation to pay for services incurred prior to termination.

7. NOTICE. Except for emailed invoices that will be delivered electronically to the emails set forth below, all notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

8. INDEMNIFICATION. Each City shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Subject to the limitations of Mont. Code Ann. § 2-9-108, each City agrees to defend, indemnify, and hold harmless the other Cities, their officers, employees, and agents, from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the indemnifying City, its officers, employees, or agents under this Agreement.

No City shall be required to indemnify, defend, or hold harmless another City for the negligence, errors, omissions, or willful misconduct of that other City or its officers, employees, or agents.

9. **AUTHORIZATION TO APPROPRIATE FUNDS**. In accordance with Mont. Code Ann. § 7-11-108 the Cities may appropriate funds for the purpose of performance of this agreement and provide such personnel or services therefore as may be within its legal power to furnish.

10. **AMENDMENT.** This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties.

11. **AUTHORIZED REPRESENTATIVES.** The Cities shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

City of Missoula:	Tracy Campbell, Superintendent; 1345 West Broadway Missoula, MT 59802; CampbellTL@ci.missoula.mt.us
City of Billings:	Cheri Armstrong, Env. Affairs Manager; 2251 Belknap Ave. Billings, MT 59101; armstrongc@billingsmt.gov
City of Great Falls:	Gregory T. Doyon, City Manager; P.O. Box 5021 Great Falls, MT 59403; gdoyon@greatfallsmt.gov

12. **MERGER.** This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

13. **ASSIGNMENT.** The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for ¶10 in of this Agreement.

14. **ASSENT.** Pursuant to Mont. Code Ann. § 7-11-104, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

CITY OF MISSOULA

Andrea Davis	Claire Trimble
Mayor	City Clerk

CITY OF GREAT FALLS

Cory Reeves
Mayor

Lisa Kunz, City Clerk
City Clerk

* APPROVED AS TO FORM:

_____

David Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

CITY OF BILLINGS

Mike Nelson
Mayor

Denise Bohlman
City Clerk

EXHIBIT A